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CROPS—REAL OR PERSONAL PROPERTY—STATE OF MATURITY.—The plaintiff commenced an action of replevin for a crop of corn while it was still standing. *Held*, the action would lie whether the corn was mature or not. *Stephens v. Steckdaub* (Mo. 1920) 217 S. W. 871.

Since only personal property can be replevied, it is necessary to determine whether growing corn is personalty or realty. See *Richbourg v. Rose* (1907) 53 Fla. 173, 189, 44 So. 69. The part played by maturity in determining this question has been the source of some disagreement among the courts, which have taken three views: (1) Growing crops, using crops in the restricted sense of *fructus industriales*, become personalty when they have ceased to draw nutriment from the soil. *Meyers v. Steele* (1916) 98 Kan. 577, 158 Pac. 660; see *Ellis v. Bingham* (Tex. 1912) 150 S. W. 602, 603. (2) They are realty until severance, regardless of the state of maturity. *Tripp v. Hasceig* (1870) 20 Mich. 254; *In re Estate of Andersen* (1908) 83 Neb. 8, 118 N. W. 1108. (3) They are personalty, regardless of the state of maturity. *Garth v. Caldwell* (1880) 72 Mo. 622. The first view raises a difficult question of fact, for it is not easy to determine the exact point at which crops cease to derive nutriment from the soil. See *Firebaugh v. Divan* (1903) 111 Ill. App. 137, 139. On the other hand, this view seems to be theoretically correct, for mature crops no longer depend upon the soil for their existence and development. See *Hecht v. Dettman* (1881) 56 Iowa 679, 680, 7 N. W. 495 (comparing the soil after maturity of the crop to a warehouse). The last two views furnish good working rules, but the third view, that taken by the instant case, which wipes out the distinction between emblements and ordinary chattels, is hardly logical.

DAMAGES—QUASI-ESTOPPEL—FAILURE TO PROSECUTE APPEAL.—The plaintiff was insured in the defendant company to the extent of \$5,000 against liability for injuries to third persons occurring in the operation of his automobile. A verdict of \$13,000 was recovered against the plaintiff. The insurer which had conducted the defense elected to appeal, and its attorneys expressed their confidence that they would secure a reversal. But they negligently failed to appeal and the plaintiff was compelled to satisfy the judgement, the insurance company contributing \$5,000. A suit in the nature of an action on the case was brought against the defendant for failure to fulfill its undertaking to prosecute the appeal. At the trial the insurer offered in evidence the minutes of the previous action to prove that there was no reversible error and consequently the failure to appeal caused no damage. *Held*, the evidence should be excluded because the defendant was estopped to show that the damage to the plaintiff was less than the amount the assured was forced to pay without reimbursement. *McAleenan v. Massachusetts Bonding Co.* (App. Div. 1st Dept. 1920) 180 N. Y. Supp. 287.

When one is lulled into security by the misrepresentation of another so that he abstains from the effort to retrieve a loss which he otherwise would have made, the misrepresenter will not be permitted to deny that the damage is the full amount of the loss. *Fall River Nat. Bank v. Buffinton* (1867) 97 Mass. 498; *Knights v. Wiffen* (1870) L. R. 5 Q. B. 660; *Globe Navigation Co. v. Maryland Casualty Co.* (1905) 39 Wash. 299, 81 Pac. 826. In some cases the result is justified by a technical estoppel, *Fall River Nat. Bank v. Buffinton*, *supra*; *cf. Knights v. Wiffen*, *supra*, and in others by a quasi-estoppel that